

EXHIBIT 13F

9999 01219001814

CCMS COVERSHEET

AUDIT NUMBER	CA69407
DATE OF AGREEMENT	
PARTY NAME	ASARCO INCORPORATED
TYPE OF AGREEMENT	408
LOCATION	GLOVER MO
CIRC7 FROM	X 099
MILEPOST FROM	98.37
BOX NUMBER	1219 - 0018
BATCH NUMBER	2

St. Louis - June 21, 1976

JB- Track: Industrial: TEX-HOUSTON
ASARCO INC

cc: Track: Industrial: TEX-NUECES
ASARCO INC

Pipe Line: VARIOUS: Asarco Inc

Wire Lines: ASARCO INC: Various

Facility: HOUSTON TEX: MK Yard

Manager-Receivables Accounting
Room 764

Reference is made to the following agreements, now in effect with American Smelting and Refining Company:

1. C-4462 dated 2-25-02, covering viaduct over tracks and right-of-way, at Pueblo, Colorado;
2. CA-61636 dated 5-19-66, covering access roadway, etc., at Houston, Texas;
3. CA-69398 dated 9-2-71, covering wire crossing, at Glover, Missouri;
4. CA-69407 dated 9-2-71, covering 12" pipe line crossing, at Glover, Missouri;
5. CA-69606 dated 1-21-72, covering 48" pipe line crossing, at Corpus Christi, Texas;
6. O-11571 dated 11-11-42, covering 12" pipe line crossing, near Nueces, Texas;
7. O-11864 dated 6-7-43, covering 10" pipe line crossing, near Corpus Christi, Texas;
8. O-12567 dated 2-22-45, covering 30" pipe line crossing, near Nueces, Texas;
9. O-14951 dated 11-26-48, covering 10" pipe line crossing, at Nueces, Texas;
10. O-16456 dated 11-8-51, covering pipe line crossing, near Corpus Christi, Texas; and
11. O-17338 dated 8-27-53, covering ten spur tracks, at Nueces, Texas.

Attached are copies of Certificate of Amendment to the Certificate of Incorporation of American Smelting and Refining Company, evidencing change in corporate name only, effective April 22, 1975, to Asarco Incorporated.

CA-69407

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Please place a copy of the aforementioned Certificate with each of the above-described agreements, and mark your records to show said agreements, carried in effect with American Smelting and Refining Company, as now being in effect with Asarco Incorporated.

S. F. Keyes

cc: Mr. J.A. Austin - Room 1701
Mr. J.K. Wesley - Room 1012
Mr. E.T. Franzen - Room 1500
Mr. G.T. Graham - Houston
Mr. K.D. Hestes
Mr. J.C. Love
Mr. R.A. Griesman
Mr. P.E. Watson
Mr. R.A. Lundgren

CA-69407

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
AMERICAN SMELTING AND REFINING COMPANY

* * * * *

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A: 9-2(3),
Corporations, General, of the New Jersey Statutes, the
undersigned corporation executes the following Certificate
of Amendment, which shall be effective on April 23, 1975
at 9 a.m., to its Certificate of Incorporation:

1. The name of the corporation is American Smelting
and Refining Company.

2. The following amendment to the Certificate of
Incorporation was approved by the directors on January 28,
1975 and thereafter duly adopted by the shareholders of the
corporation on the 22nd day of April, 1975:

RESOLVED, that Article I of the Certificate of
Incorporation be amended to read as follows:

"I. The name of the Corporation is ASARCO
Incorporated."

3. The number of shares entitled to vote upon the
amendment was 26,812,127.

Number of Shares Voting for Amendment: 19,447,869.

Number of Shares Voting Against Amendment: 824,145.

Dated this 22nd day of April, 1975.

AMERICAN SMELTING AND REFINING COMPANY

By /s/ CHARLES F. BARBER
Chairman of the Board

CA-69407

ORIGINAL STORED IN NYFILE
AT REAR OF BATCH

February 2, 1972

File: K-2 - 78320

Mr. R. F. Sylvanus, Plant Engineer
American Smelting and Refining Company
Post Office Box 7
Glover, Missouri 63646

Dear Mr. Sylvanus:

Attached is American Smelting and Refining Company's fully executed counterpart of Pipe Line License dated September 2, 1971, pursuant to which Missouri Pacific Railroad Company grants permission to your Company to cross Railroad's right of way and under its tracks with a twelve (12) inch water pipe line at Mile Post 98-15 (Engineers' Chainage Station 5199+83) at Glover, Missouri.

Your cooperation in this matter is appreciated.

Very truly yours,

/s/ H. P. Knipmeyer
for General Manager

OK
FHM
2/4/72

Attachment

Re: Manager of Disbursements Accounting - Herewith Missouri Pacific's original of the above-described Pipe Line License. Preparation fee has been distributed under separate cover. Please furnish your number assigned.

Assistant Manager of Disbursements Accounting

Messrs. P. P. Wagner, Jr.

E. T. Fransen
R. K. Davidson
F. R. Brown
W. C. Luhn
A. W. Gessner

CA 69407



PRR-000473

ORIGINAL STORED IN ENVELOPE
AT REAR OF BOOK

Contract No. A- 63-107

MISSOURI PACIFIC RAILROAD CO.

WITH

American Smelting and Refining Company

For fine line xing at Glover, Missouri
12m water WP 98-15 Sta 5199+83

Dated September 2, 1971

Expires 30 days notice

Cancelled

Indexed by JRG Date 2/10/72

Prep Fee: \$100.00

See { Renewal Contract No.
Expired " " "

Entered in Expiration Book

PREPAID ~~XX~~ 2/10/72
FIRST BILL

J. Eckles

Form 20021 6/69

PIPE LINE LICENSE

ORIGINAL STORED IN NYFILE
AT REAR OF BATCH
1971, WITNESSETH:

THIS INSTRUMENT, executed in duplicate, September 2

The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions, and the undersigned Licensee (a New Jersey corporation),
(individual, copartners or corp. & state where incorporated),
to be addressed at Post Office Box 7, Glover, Missouri 63646
hereby accepts, permission to install, keep, maintain, repair, renew and use for conveying
water the Licensee's own one certain proposed
continuous line of ductile iron pipe, 12 inches in diameter, and appurtenances,
including , herein called Pipe Line, on
the Carrier's property, herein called Premises. Pipe Line will be used to convey
water at a maximum pressure of 25 pounds per square inch.

Pipe Line shall intersect Carrier's existing
Main track (ECS 5199+83) , in Southwest quarter (SW $\frac{1}{4}$) of Section 2 ,
(track or right of way)
T. 32 N. , R. 3 E. , Iron County , Missouri , at ~~xxxxxx~~ Glover
(county or parish) (state) (place)
Approximate location of Pipe Line is indicated by wide blue line on
Exhibit A attached hereto as part hereof.

1. Licensee shall at all times keep Pipe Line in good state of repair. All work by Licensee hereunder shall be performed in a safe and workmanlike manner. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Pipe Line to any physical change as made at any time in any of Carrier's property; at all times keeping upper surface of Pipe Line at least four and one-half feet below bottom of rail thereover. Licensee shall cause Pipe Line, before being used for anything inflammable, to conform substantially to Exhibit B attached hereto as part hereof. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may acting for Licensee furnish or do, and Licensee shall pay and bear the cost of, anything which, herein required of Licensee at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request; and Licensee on request shall in advance deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay the difference; if more, Carrier shall repay difference. Licensee when returning this license (signed) shall pay to Carrier One Hundred - - - dollars to cover clerical, administrative and handling expense. Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, cost of material f.o.b. Carrier's rails plus freight at tariff rates to point of use, plus taxes and usual railroad additives. No provisions of this paragraph, nor approval by Carrier of any of Licensee's undertakings, shall relieve Licensee of any responsibility or liability.

2. Licensee agrees to (a) indemnify and save harmless the Carrier from and against all claims, suits, damages, costs (including attorneys' fees), losses and expenses, in any manner resulting from or arising out of or in connection with the laying, maintenance, renewal, repair, use, existence or removal of Pipe Line, including the breaking of the same or any leakage therefrom, and (b) assume all risk of loss or damage to Pipe Line and the contents thereof regardless of how caused and regardless of any negligence on the part of Carrier, or otherwise.

Form 20021 6/69 ORIGINAL STORED IN NYF

AT REAR OF BATCH

3. Term hereof shall begin with **September 2**, 19**71**, and continue thereafter until concluded (1st) by expiration of **thirty** days following serving, by Licensee on Carrier, or vice versa, of written notice of intention to end term hereof or (2nd), at Carrier's election without further notice, by expiration of **six** months without the Pipe Line having been installed or by Licensee failing (a-1) to cure any default or (a-2) to show statutory right to install Pipe Line within **thirty** days following Carrier's written request therefor. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line or when deposited postage prepaid in U. S. mail addressed as aforesaid. Not later than last day of term hereof Licensee shall remove Pipe Line and restore Premises. Any of Pipe Line not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided: no right of Licensee shall be transferred or assigned, either voluntarily or involuntarily, except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

MISSOURI PACIFIC RAILROAD COMPANY

WITNESSES:

J.P. Kumpmeyer
E.B. Boush, Jr.

By

J.W. Leasner
 General Manager

As Carrier, first party herein

AMERICAN SMELTING AND REFINING COMPANY

ATTEST:

By

J. L. Kelly
 Secretary
 (Affix Seal)

WITNESSES:

XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX

BY:

J. H. Houghbridge
 As Licensee, second party herein
Vice President

69407

